

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into effective as of the 18th day of January, 2008 between **THE NEW GREATER EXODUS BAPTIST CHURCH**, an Illinois not-for-profit corporation ("Landlord") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Tenant").

### RECITALS

- A. Landlord is the owner of a parking lot located at 2856-58 West Adams/149-59 S. Francisco, Chicago, Illinois (the "Premises"); and
- B. Tenant desires to lease all of the Premises for parking under the terms and conditions set forth below and Landlord is so willing to lease such Premises to Tenant

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and covenants set forth in this Lease, the parties agree as follows:

1. Grant of Lease. Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth and grants to Tenant the right, privilege and permission, subject to the terms and provisions of this Lease, to possess and occupy the entire Premises for the Use set forth below and during the time periods expressed herein.
2. Limitation on Lease. Tenant hereby acknowledges and agrees that the lease granted hereunder is subject to certain limitations and restrictions, namely:
  - (a) The use (the "Use") shall be to provide parking for the staff of Calhoun North School;
  - (b) The Use shall be made Mondays through Fridays between the hours of 6:00 a.m. to 6:00 p.m. ("Tenant's Hours of Use");
  - (c) Ingress and egress to the Premises shall be from Adams Street; and
  - (d) On at least twenty-four (24) hours prior written notice, Landlord shall have the right to use the Premises for special events during Tenant's Hours of Use.
3. Term of Lease. The term of this Lease shall be from January 18, 2008 to December 31, 2013. Notwithstanding the foregoing, either party may terminate this Lease, at any time, with or without cause, by providing sixty (60) days' prior written notice to the other party.
4. Option to Renew. Tenant is hereby granted the right to extend the term of this Lease for two (2) additional periods (such periods being herein referred to as the "Renewal Term") of five (5) years each, such right to be exercised in a written notice given to Landlord by Tenant no later

than the expiration date of the initial term or the first Renewal Term, as the case may be. If Tenant does not give its written notice exercising such right during such period, all rights of Tenant under this Paragraph 3 shall terminate.

5. Rent. In lieu of paying rent to Landlord, Tenant covenants and agrees to perform the maintenance obligations set forth in Paragraph 7 below:

6. Compliance with Laws. Both parties shall, at all times during the term of this Lease, comply (and shall cause its customers, patrons, employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Lease and Tenant's use of the Premises.

7. Maintenance. Tenant shall, at its sole cost and expense, perform the following maintenance at the Premises:

(a) Snowplowing the Premises, as needed, at all times (i.e. seven (7) days per week); and

(b) Maintain the Premises and existing landscaping. Maintenance shall include keeping the Premises clean and re-striping, and fixing pot holes when necessary. The Tenant shall not be responsible for repairs or replacements at the Premises unless caused by the gross negligence or willful misconduct of Tenant.

8. Alterations and Modifications. Tenant shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Lease without the written consent of Landlord, which consent shall not be unreasonably withheld or denied.

9. Indemnification. To the fullest extent permitted by law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, members, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Indemnifying Party, or its patrons, employees, agents, affiliates or other representatives, (ii) a violation of any laws, statutes, codes, ordinances or regulations by the Indemnifying Party, or its patrons, employees, agents, affiliates or other representatives, and/or (iii) any breach, default, violation or nonperformance by either party of any term, covenant, condition, duty or obligation provided in this Lease.

10. Insurance. The Tenant shall be responsible for carrying liability and property damage insurance during the entire term of this Lease under Tenant's self-insurance program. Upon execution of this Lease, certificates of insurance evidencing such coverages shall be provided to Landlord, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to



Board of Education of the City of Chicago  
125 South Clark Street  
Chicago, Illinois 60603  
Attn: General Counsel

If to Landlord: The New Greater Exodus Baptist Church  
2900 W. Adams Street  
Chicago, Illinois 60612  
Attn: Rev. Edward Whitehead

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

16. 105 ILCS 5/34 Provisions.

(a) This Lease is not legally binding on the Tenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.

(b) Each party to this Lease hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

17. Contingent Liability. Any Expenditure by the Tenant beyond its current fiscal year is deemed to be a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

18. Governing Law. This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

19. Entire Agreement. This Lease represents the entire agreement between Landlord and Tenant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Lease may be amended or modified only by a written instrument executed by both Landlord and Tenant.

20. Severability. In case any provision in this Lease is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

21. Prior Lease. The parties recognize and agree that they (or their predecessors) were parties to a Lease Agreement dated November 1, 2000 for the Premises ("Prior Lease"). It is not the intention of the parties to subsume or supersede the Prior Lease for any duties or obligations

of the parties that existed under the Prior Lease, but it is the intention of the parties that all obligations for the Premises on and after the date of this Lease shall be governed by this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

THE NEW GREATER EXODUS  
BAPTIST CHURCH

By: M. Hill Hammock  
Name: M. Hill Hammock  
Title: Chief Operating Officer

By: Rev. Edward L. Whitehead  
Name: Edward Whitehead  
Title: Pastor

COO Report No.: 08-0113-COO1

Approved as to Legal Form: PC

Patrick J. Rocks  
Patrick J. Rocks, General Counsel